

NON-DISCLOSURE AGREEMENT

The undersigned individual, _____, agrees as follows:

BACKGROUND

1. *(Describe the RFP or BAA, including but not limited to the following information: the name of the program supported by the RFP or BAA, and the date the RFP or BAA was issued. Delete these instructions afterwards.)*

2. Proposals submitted in response to the aforementioned RFP or BAA may result in the submission of proprietary technical and commercial information. Government personnel will perform the evaluation of the proposals. However, the undersigned will be utilized to support the program office, and as such, will require access to this proprietary information. Much of the information in these documents will be source selection information, subject to the Procurement Integrity Act, and it would be improper for any of that information to be released to the general public or others without a Government-recognized need to know. Care must be taken to avoid the release of a company's proprietary data or ideas embodied in the proposals submitted. Thus it is important that the undersigned honor the proprietary and sensitive nature of the information and agree not to disclose any of it to an outside party and not utilize any of it except as needed to assist the Government in executing the _____ program.

3. The Government has need of the undersigned to provide program support and/or advice on the _____ program.

AGREEMENT

1. The undersigned agrees that any proprietary information received in the course of assisting the Government in executing the _____ program will not be disclosed to any outside party without the expressed written permission of ONR. In the event that an unauthorized disclosure is made, the undersigned shall assume full legal and financial responsibility for the unauthorized disclosure. The undersigned recognize that any unauthorized disclosure of proprietary information may result in a civil action by the owner of that information against the party or parties that released the information.

2. The undersigned acknowledge that the owner of the proprietary information disclosed stands as an intended third-party beneficiary of this non-disclosure agreement. The undersigned agree that in the event of an unauthorized disclosure, the owner of the information may seek legal recovery under this non-disclosure agreement, even though the information owner is not a formal party to the agreement. Legal redress may also be sought in the event sensitive, proprietary information is improperly released.

FOR THESE REASONS, the undersigned agrees to protect, respect and not disclose the proprietary information that may be provided to the undersigned, as part of the assistance the undersigned will provide to ONR in the execution of the _____ program.

Signed _____

Printed Name _____

Date _____